

**CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S.
PERFORMANCE RIDER**

THIS AGREEMENT is hereby made a part of the attached contract.

1. INDEMNIFICATIONS. Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or ~~negligent~~ ^{grossly} acts or omissions of Artist or Artist's personnel.

2. EXCLUSIVE PERFORMANCE(S). Artist(s) will not accept any other engagement for a performance of any kind ~~prior to~~ ^{prior to}, or 90 days ~~following~~ ^{grossly} the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.

3. AGENT'S WARRANTY. ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.

4. COMPLIMENTARY TICKETS. CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.

5. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.

subject to the terms of Artist's Contract and Artist's Rider

6. ANTICIPATORY BREACH. In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, ~~Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.~~

will return any deposit previously paid by Purchaser to Producer or discuss a possibility of rescheduling performance.

7. MERCHANDISING PERCENTAGE. CenterArts takes 20% of gross merchandising receipts for this engagement.

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee. ^{additional provisions}

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.

Pam Hill
For Artist

[Signature]
For CenterArts

Tax ID/Social Security #

Heidi Chien
For University Center

Updated: April, 2009



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

August 06, 2014

Roy Furshpan
Center Arts - Arcata, CA
Humboldt State University - 1 Harpst Street
Arcata, CA 95521

RE: ALEX & SIERRA
CORP: A&S Touring, Inc [REDACTED]
DATE/SHOWTIME: Tue 09/23/14 (US) - 08:00 PM
VENUE: John Van Duzer Theatre-Humboldt State - Arcata, CA
TOUR:
DEAL: \$500.00 guarantee
Billing: Artist to receive 50% Special Guest Billing.
Performance Length: Artist to perform one 30 (thirty) minute set.
Sound and Lights: Purchaser to provide and pay for sound & lights, per Artist specifications.
Support Talent: ALEX & SIERRA to perform as direct support to Headliner, COLBIE CAILLAT.

Dear Roy:

Enclosed please find the contracts and riders for the above-mentioned engagement. Please sign all copies and return them to my office as soon as possible for further processing. If you have any questions, please do not hesitate to call.

Best Regards,

Lee Goforth (LGO)
CREATIVE ARTISTS AGENCY

**PLEASE NOTE DEPOSITS ARE DUE AS FOLLOWS
AND MAY BE PAID BY CERTIFIED CHECK OR
FEDERAL RESERVE BANK WIRE TRANSFER:**

No deposits are required

WIRE TRANSFER SHOULD BE SENT TO:



186

PLEASE NOTE THAT WE DO NOT ACCEPT ACH CREDITS



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

ELECTRONIC

AGREEMENT made this 9th day of Jul, 2014
Between A&S Touring, Inc (hereinafter referred to as "PRODUCER"), furnishing the services of the artist(s) professionally known as Alex & Sierra (hereinafter referred to as "Artist") and Center Arts (hereinafter referred to as "PURCHASER").

- 1. Name and Address of Place of Engagement: John Van Duzer Theatre-Humboldt State - Arcata, CA
2. Date(s), Showtime: Tue, Sep 23, 2014 @ 08:00 PM
3. Additional Information: Billing: Artist to receive 50% Special Guest Billing. Performance Length: Artist to perform one 30 (thirty) minute set. Sound and Lights: Purchaser to provide and pay for sound & lights, per Artist specifications - headliner's specs - r/n. Support Talent: ALEX & SIERRA to perform as direct support to Headliner, COLBIE CAILLAT. Additional Provisions: *Artist to receive 10 comps *There shall be no announcement, post, tease, Facebook post, tweet etc. about the show unless approved by Allison McGregor at CAA. Merchandise: 80/20; 90/10 CD's and DVD's Who Sells: Venue sells

4. COMPENSATION AGREED UPON (Amount and Terms): \$500.00 guarantee

Table with columns: Reserved, Total Capacity, Total Tax%, Show Type, Public Event, Gross Potential, Tax/Deductions, Net Potential. Values include 812 @ \$55.00, \$44,660.00, 812, .00%, \$500.00, \$44,660.00.

5. DEPOSITS/CONTRACTS: No deposits are required. Purchaser will make payments as follows: all payments shall be paid by University check. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer.

- 6. Riders Attached Hereto Are Hereby Made a Part Hereof.
7. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
8. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
9. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Producer relating to and permitting such recording, reproduction or transmission.

Signed: Paris Hill Atom Factory (ARTIST/PRODUCER)
PRODUCER: A&S Touring, Inc

Signed: Roy Furshpan (PURCHASER)
PURCHASER: Center Arts - Arcata, CA by Roy Furshpan

Return all signed copies to Agent: Lee Goforth Agreement No. 592332

Mail To: Roy Furshpan; Center Arts; Humboldt State University - 1 Harpst Street; Arcata, CA 95521
Business phone: 707-826-4411; Business fax: 707-826-5980

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT
IN-HOUSE SOUND, LIGHTS & PRODUCTION
ALL PAYMENTS BY UNIVERSITY CHECK

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Performances and all persons and equipment are free from adverse weather and other conditions, situation and events ("Adverse Conditions"). PRODUCER and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:

a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;

c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;

e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.

7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.

8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):

a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;

b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and

c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER'S box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER'S normal place of business where PURCHASER maintains such receipts.

9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER'S sales activities.

10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER'S sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by

PURCHASER pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pockets costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

14. Currency. Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure.

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of

insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

17. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

ALEX & SIERRA

Hospitality Rider

— catering budget allocated by headliner — tax

We will require a hot, healthy evening meal (please no fast food/pizzas/burgers) for 8 people or a cash buyout. Two members of our party are **pescatarians** (vegetarians that eat fish), one member is **full vegetarian** (no meat whatsoever), and the other members eat meat.

Food Items

- 1x – Loaf of Whole Wheat Bread
- 1x – Pack of Pita Bread or Pita Chips
- 1x – Tub of Hummus (Sabra brand, original or garlic)
- 1x – Bunch of Bananas (6-8 bananas, organic, yellow, ripe)
- 1x – Jar of Peanut Butter (organic please)
- 1x – Vegetable Platter (ripe & fresh, not spoiled please)
- 1x – Fruit Platter (ripe & fresh, not spoiled please)
- Small selection of assorted deli Meats.
- Small selection of assorted deli Cheeses.

Drink Items

- ~~1x – Bottle of Jack Daniels **Honey** Whiskey (750mL)~~ *more*
- 12x – Bottles of local/microbrew beers (selection of IPA, Lager, Seasonal)
- 1x – Case of bottled water
- 3x – Bottles of San Pellegrino Sparkling Water (750mL)
- 3x – Cans of Coca-Cola
- Fresh, clean ice (for drinking) to be replenished when necessary.

Misc. Items

- Assorted Plastic-ware (forks, spoons)
- Cardboard cups for hot drinks & assorted plastic cups for cold drinks.
- Plates and Bowls
- 3x – Black Sharpies
- 12x – Stage towels (small/medium sized)

ALEX & SIERRA

Hospitality & Technical Rider

Personnel List

Band Members

Alex Kinsey
Sierra Deaton
Nick Poulos
Beau Evans
Erick Serna
Jamel Saibi

Vocals & Guitar
Vocals & Keys
Keyboards
Drummer
Guitar
Bass

Tour Manager/Production Contact

Dan Lipski



Backstage

*backstage allocated by
headliner - M/R*

We will require a lockable dressing room for the exclusive use of Alex & Sierra from load-in through until we're loaded out and ready to leave. Please ensure this has sufficient seating and that it has working heating/air conditioning.

*There should be toilet and shower facilities backstage for the use of band & crew.
The artist should not have to go through the audience to reach the stage.*

ALEX & SIERRA

Technical Rider

- In house production - run

This document outlines our audio needs for our upcoming show with you. Please take a moment to forward us your audio spec, and to forward all of this information to your day-of-show crew.

- Mon's From FOH
- PA Per Headliner specs
- DTS

Alex & Sierra need you to provide the following audio (FOH & MON):

- FOH Console – Digital preferred - (Avid consoles please = Venue, Profile, SC48, or Yamaha PM5D if Avid consoles not available)
- Monitor Console (Avid SC48 preferred, Venue or Profile is great, Yamaha PM5D if Avid consoles not available)
- A PA appropriately sized to accommodate your venue and the nature of this show. This PA must cover the *entire* audience area. This means that if your PA coverage does not reach everyone in the very front row, we will need front fills. Again, if a PA is to be brought in from an outside vendor, I would like to be part of that conversation as to what exactly is being brought in and where from.
- Stereo Side-fills.
- ~~A drum sub~~ DTS.
- Stereo monitor wedge pair
- One (1) 20A Edison circuit at FOH for the console and outboard gear
- Two (2) 20A Edison circuits at Monitor World
- Three (3) 20A Edison Quad Boxes (or similar) for stage power on at least two (2) circuits. Please have additional quad boxes/power distribution available.
- Sound System:
 - Professional grade touring sound system with enough speakers to cover the performance area evenly without distortion at 110db A Weighted. (D&B J series, L Acoustics K1/VDOSC, Meyer MILO/Mica)
 - Whenever possible please spread subwoofers evenly across the front of the stage in stacks of 2 (stay away from L/R Subs please!)
 - All stage cabling, (XLR, Subsnakes, Backline Power)
 - PLEASE TEST CABLING, STAGE SNAKES AND SPLIT BEFOREHAND, TO MAKE SURE ALL HOUSE GEAR IS IN WORKING ORDER.
- ~~In-Ear Monitors (6 x IEM UNITS and BELTPACKS (in order of preference):~~
 - ~~6x Shure PSM900 or PSM1000's with antenna combiner and heical antenna (and associated belt packs)~~

N/A - DTS

- OR
- 6x Sennheiser G3 IEM's with antenna combiner and hecalical antenna
- Please provide fresh batteries for all wireless for showtime

Alex & Sierra Backline Requirements (gear that needs to be provided by you or backline rental company):

Drums

- 1x - Stereo DI Box for tracks (or 2 mono DI boxes)
- 1x - 5 piece DDrum (or similar) with 13" snare drum & all hardware
 - 1 HH Stand
 - 1 Snare Stand
 - Tom Mounts & Legs
 - 3 Cymbal Boom Stands
 - 1 DW 9000 double pedal
 - 1 Drum Throne

Keys

- 1x - M-Audio Axiom Pro 49 Keyboard
- 1x - Two-tier keyboard stand
- 2x - Percussion Tables
- 3x - DI Boxes (1x - Stereo DI + 2x Mono DIs **OR** 2x - Stereo DIs)

Guitar

- 1x - Blackface Fender Twin Reverb Amp (not Silverface)
- 1x - Fender Telecaster with Bigsby
- 1x - DI Box
- 4x - Guitar stands

Bass

- 1x - Orange Base Terror 500
- 1x - Orange 4x10 Cab stacked on Orange 1x15 Cab
- 1x - Fender P-Bass Deluxe
- If Orange is not available, Ampeg SVT Classic Head & 8x10 cab will suffice.*

Vocals/Miscellaneous

- 5x - Shure SH55 Series 2 Mics
- 5x - Boom stands for mics
- Any relevant mics for drums, guitar, bass, additional vocals.

Alex & Sierra are bringing the following gear:

- 1x - Nord Stage 2 Keyboard
- 1x - Pedal Board for Guitar
- 2x - Tuner pedals
- 7x - Quarter Inch Cables (2 for guitar, 2 for bass, 3 for keys)
- 2x - Acoustic Guitars
- Cymbals
- Laptop + Interface